

State Personnel Board (SPB) Interpreter and Translator Requirements

This contract provides for on-site and off-site foreign and sign language interpretation and translation services.

The interpretation and translated services provided under this contract must be identified by the language, dialect and region, as appropriate to the language. Such as the Chinese written language (e.g. traditional or simplified Chinese) and spoken languages (e.g., Mandarin and Cantonese).

Definition of Services

The differences between translation and interpretation services are related to the circumstances under which translators and interpreters perform their work. The Translator provides "read and written" services, whereas the Interpreter provides "heard and spoken" services. Each of these two services requires specific knowledge, skills and abilities related to the language pairs (e.g., Spanish to English and English to Spanish).

Interpreters must grasp ideas spoken and heard only once. They must be able to express these ideas in the other language instantly, accurately, and completely; in appropriate style; and with the intent of the original speaker. There are two types of interpretation to be performed -- "simultaneous" and "consecutive".

In "simultaneous" interpretation, the Interpreter interprets information at the same time it is spoken. There is a few seconds' delay between the spoken word and the interpretation, but for all practical purposes, the interpretation is provided simultaneously with the original speaker. This type of interpretation is typically performed in situations such as conferences and hearings, and is the type of translation commonly utilized by Sign Language interpreters.

The second type is "consecutive" interpretation in which the Interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. This type of interpretation requires the Interpreter to take in the information, mentally retain it, and accurately transfer it into another language from which it was spoken.

Interpretation requires the Interpreter to have immediate recall, and make split second decisions about words and concepts with sole responsibility for them. This type of interpretation is utilized for telephone-based interpretation services and in-person contacts with Limited-English Proficient (LEP) persons.

Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translated documents are subject to close scrutiny, since they memorialize information into a written product. Translation work requires a great deal of research to ensure accuracy of nuances, subject-matter detail, and to retain fluency.

Qualified Interpreters and Translators

Interpreters and translators utilized to perform any services under this contract must be deemed qualified for the services to be performed. The services must be identified by type, competency level of the Interpreter or translator to perform the work, and identify any subject-matter expertise required. The State Agency must ensure that only qualified interpreters and translators are utilized. The qualifications of the Translator or Interpreter are to be determined by the State Agency taking into consideration any applicable legal requirements.

State Personnel Board (SPB) Interpreter and Translator Requirements

Interpreters utilized in legal/court, administrative and medical hearings or proceedings may be subject to Government Code Sections 11435 and 68560 - 68566.

Except as stated in law, the Contractor must ensure that all interpreters and translators meet the required minimum qualifications. The State Agency must request the Contractor to submit a Certification of Interpreter or Translator (Attachment A) to substantiate the qualifications of interpreters and/or translators to perform services.

In addition to the required qualifications, interpreters and translators must demonstrate accuracy, fluency, subject-matter knowledge, and a wide breadth of language knowledge in both of the language pairs. The level of competency in the language pairs required by interpreters and translators must include an understanding of:

- (1) The phenomenon that may exist in one language, but there may be no word-for-word equivalent for it in the other language. This includes the ability to transfer the information in a manner that ensures the spirit and intent is retained.
- (2) Cultural differences that make ideas easily expressed in one language may make it difficult to understand in the other language. This requires the ability to determine if the cultural flavor of a message should be retained or if it should be delivered in the cultural setting of the intended audience.

The State Agency may contact the State Personnel Board, Bilingual Services Program at 916/xxx-xxxx for assistance in evaluating and assessing interpreter and translator service requirements.

Ownership of Work

The State Agency requesting the services retains ownership of all translated documentation and products produced under this contract. Translations are the property of the State Agency and shall not be copied, reproduced or utilized for any purpose, without the written consent of the agency. Translators have the right to retain file copies, only when agreed to by the State Agency, and it does not infringe on an individual's rights to confidentiality. Terminological glossary entries compiled by the Translator in the course of performance of services under this contract shall become the property of the State Agency and shall be covered by the confidentiality provisions of this contract.

Statement of Work

A written description of the work to be performed under a purchase order is required for all purchase orders. To meet this requirement, state agencies are responsible for ensuring that completed copies of Attachment A, B and C are included with all purchase orders.

Certification of Interpreter or Translator (Attachment A)

The State Agency must request the Contractor to provide a signed copy of a Certification of Interpreter or Translator. This is written documentation to certify that contractor only utilizes qualified interpreters and translators to perform services. If the Contractor has already provided the information and no changes have occurred, a copy of the previous certification can be attached.

State Personnel Board (SPB) Interpreter and Translator Requirements

Code of Ethics, Professional Conduct and Confidentiality Statement (Attachment B)

The State Agency must request the Contractor to provide a signed copy of the Code of Ethics, Professional Conduct and Confidentiality Statement. This is written documentation to certify that contractor ensures its interpreters and/or translators agree to uphold specified ethical standards and conduct, and exercise an acceptable measure of discretion in maintaining confidentiality. If the Contractor has already provided this information, a copy of the previous statement can be attached.

An interpreter or translator may be required to sign a Code of Ethics, Professional Conduct, and Confidentiality Statement for specific work to be performed under this contract. The State Agency will inform the Contractor of the requirements for any specialized statements, when applicable.

Specification and Performance Standards (Attachment C)

The State Agency must include Specification and Performance Standards for all purchase orders. This is a written requirement that provides a concise and accurate description of the services to be provided. The specification includes specific performance standards that must be met to ensure the quality and accuracy of the product and services performed under the purchase order.

The State Agency must provide a copy of the signed Specification and Performance Standards document to the State Personnel Board, Bilingual Services Program, P.O. Box 944201, Sacramento, CA, 94244-2010.

Attachment A - Certification of Interpreter or Translator

This document must be attached to the purchase order.

All interpreters and translators utilized to perform services under the contract must meet one of the three following minimum qualifications for the applicable language or service to be performed:

Minimum Qualifications I

1. All interpreters and translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and
2. All interpreters or translators, as applicable, possess a valid certification (expiration date has not elapsed) that specifies the language(s) and is appropriate to the service(s) to be performed (interpretation and/or translation); and
3. The certification resulted from a competency test to measure the Interpreter and/or Translator's level of skill, in the applicable language(s).

Documentation that certifies the Interpreter has engaged in continuous education training and has two years experience working for the state, local or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness.

Or,

Minimum Qualifications II

4. When required by law, all interpreters and translators, as applicable, possess the required qualifications as stated in the statutes pertaining to the service. All interpreters utilized in legal/court proceedings, state administrative and medical hearings must possess valid (expiration date has not elapsed) certification issues by the Cooperative Personnel Services.

Certification standards set forth by the Cooperative Personnel Services which include the ability to meet minimum performance standards in consecutive and simultaneous interpretation plus the ability to perform sight translations of written and knowledge of correct usage of legal terminology.

Or,

Minimum Qualifications III

5. In instances where the Contractor self-certifies/tests its interpreters and/or translators, the Contractor must substantiate the following information:

Interpreters:

For all interpreters, the Contractor certifies:

- A. Information is maintained that specifies how the Interpreter's language fluency was verified/tested; and
- B. The date interpreter's fluency was verified/tested is maintained on file; and
- C. Documentation to identify the language(s) the Interpreter is qualified to provide interpreter services; and
- D. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the Interpreter's level of fluency; and

Attachment A - Certification of Interpreter or Translator

This document must be attached to the purchase order.

- E. Documentation that certifies the Interpreter has a minimum of three years of professional experience that includes contracting with state, local, or federal government entities, submits proof of attending ethic workshops and proof of adequate continuing education that includes training, and professional experience up to 30 hours a year performing interpreter services in the applicable language. Two of the three years' experience must have been acquired within the last two years.
- F. Documentation that certifies the Interpreter has engaged in continuous education training and has two years experience working for the state, local or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness.

Translators:

For all translators, the Contractor certifies:

- A. Information is maintained to verify translator's knowledge of the written language equivalent to that of a university-educated native speaker (baccalaureate level), or continuous education training and two years experience working for the state, local or federal government as a contracted translator to ensure accuracy of translations using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness; and
- B. Information is maintained that specifies how the Translator's language fluency is verified/tested; and
- C. The date translator's fluency was verified/tested is maintained on file; and
- D. Documentation to identify the non-English language the Translator is qualified to provide translation services; and
- E. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the Translators' level of fluency; and
- F. Documentation that certifies translators have a minimum of four years of professional experience satisfactorily performing translator services in the applicable language. Two of the four years' experience must have been acquired within the last two years.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, meet the above minimum qualifications. Additionally, that the undersigned agrees to maintain all required documentation stated in this certification and provide to state agency upon request.

Signed By:

Title

Date

Attachment B - Code of Ethics, Professional Conduct and Confidentiality Statement

This document must be attached to the purchase order.

All interpreters and translators utilized by contractor to perform services under this CMAS must sign and agree to uphold the following standards, prior to commencement of any services:

Ethics:

1. **Cultural sensitivity & courtesy:** Interpreters and translators shall be culturally competent, sensitive and respectful of the individual(s) they serve.
2. **Impartiality:** Interpreter and translators shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The Interpreter shall avoid distorting the message in favor of one party or the other.
3. **Non-discrimination:** Interpreters and translators shall always be neutral, impartial and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. **Conflict of interest:** Interpreters and translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.
5. **Withdrawal:** Interpreters and translators, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

Professional Conduct:

1. **Professional integrity:** Interpreters and translators shall demonstrate professionalism and personal integrity, including:
 - If the Interpreter or Translator believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide a corrected interpretation/translation.
 - If the Interpreter or Translator believes he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of their intent to withdraw without threat or retaliation.
2. **Accuracy:** Interpreters and translators shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the Interpreter or Translator shall interpret everything the speaker or document says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. **Role boundaries:** Interpreters and translators shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking, but does not represent personal involvement in their interpretation.

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4. **Self-evaluation:** Interpreters and translators shall accurately and completely represent their certifications, education, training and experience.
5. **Personal demeanor:** Interpreters and translators shall be punctual, prepared and dressed in an appropriate manner and not distracting from the situation.
5. **Inability to perform:** Interpreters and translators shall assess, at all times, their ability to interpret/translate. Should interpreters or translators have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
6. **Professional development and training:** Interpreters and translators shall make a reasonable effort to acquire ongoing development of their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.
7. **Cultural competency:** Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the Interpreter or Translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
8. **Cancellation or withdrawal by client.** If client cancels or withdraws any portion of the assignment, the client shall pay the Translator the portion of the fee established by the contract.
9. **Client's review of translation.** Upon receipt of the translation from the Translator, client shall promptly review it, and with 30 days after receipt, shall notify the Translator of any requested corrections or changes. The Translator shall correct, at no cost to the Client, any errors made by the Translator.

Confidentiality:

1. Interpreters and translators shall not divulge any information learned in the performance of professional duties. This includes any documents or other written materials.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a persons threatening harm to him-self or her-self or others, or where the Interpreter/Translator determines to the best of their ability, that non-disclosure may result in harm.
3. Disclosure: Interpreters and translators shall not publicly discuss report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

Attachment B - Code of Ethics, Professional Conduct and Confidentiality Statement

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Compliance:

Violations of the above standards may result in disqualification of an interpreter or translator and termination of the contract. The Contractor must maintain a copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement for every interpreter and/or translator performing services under this contract. The Contractor must provide a copy of the signed statement upon request by the State Agency.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, have signed a Code of Ethics, Professional Conduct and Confidentiality statement that, at a minimum, contains the above information.

Signed By:

Title

Date

Attachment C - Specification and Performance Standards

This document must be attached to the purchase order.

This document is to be completed by the State Agency, and signed by the Contractor, to provide a concise and accurate description of the services to be performed and establish the acceptable level of performance and accuracy of products and services.

- 1. Description of Services:** The Contractor shall provide qualified and experienced language professionals with relevant specialist knowledge in the required field of expertise, as applicable, in performance of the services requested.

A. Type of Service :

- ☐ Telephone-based Interpretation
☐ Translation
☐ Other (Specify):

- ☐ On-site/In-person Interpretation
☐ Legal/Court, Medical or Administrative
Hearing or Proceeding

B. Language pair(s) of the services to be performed (e.g., English to Spanish) and specify the dialect and region (e.g., Traditional Chinese):

C. Description of the services or product. Include a complete and accurate description of the work.

Interpreter Services: The Contractor shall provide support services to state agencies by providing oral multilingual interpretation (simultaneous and/or consecutive) services in a variety of settings involving spoken communications from one source language to the target language, as identified above. Scope of work to be performed is described below:

Translator Services: The Contractor shall provide written translations of source texts in one language into another language, as identified above, with the meaning and intent of the original text (Translation). Services shall include translation of documentation by technically qualified and experienced translators at the level of competency required. The scope of work to be performed is described below:

Attachment C - Specification and Performance Standards

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- D. Level of Competency Required. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social and professional topics to the maximum proficiency level with specific subject-matter or technical level competency, as specified below:

- ☐ Average Competency - General topics - Average degree of specialized subject-matter expertise or terminology required
- ☐ Above-average Competency - Above average degree of subject-matter expertise or terminology required
- ☐ Expert Competency - High degree of subject-matter expertise or terminology required
- ☐ Other (Specify): _____

- E. Description of subject-matter knowledge or terminology required:

- F. Date of Services, including expected date of delivery of product, as applicable:

- G. Method of Delivery, including description of location of services (date, time, place), as applicable. The Contractor may be required to confirm availability and acceptance of specified tasks for scheduling purposes:

- H. Format of deliver for translations (e.g., 3.5 floppy disc in .pdf format), including the number of copies, as applicable. The Contractor agrees to consult with state agency for product assessment, glossary development, final production layout and output, in the required media output, as follows:

- I. Other requirements (Specify):

- 2. Quality and accuracy of product and services:** The Contractor is responsible for ensuring the quality and accuracy of its product and services are maintained, including making any requested corrections or changes, at no cost to the State Agency. The State Agency is responsible for informing the Contractor of all errors, omissions or other required changes within 30 days of delivery of product. The Contractor agrees to: (Check all that apply.)

Attachment C - Specification and Performance Standards

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- ☐ Proof-read all translations for typos and formatting mistakes.
 - ☐ Review translation for accuracy, including ensuring the same style and comprehension level of original document is maintained, unless otherwise specified in the scope of work.
 - ☐ Review translations for errors in choice of words and phrases, syntax, and grammar.
 - ☐ Monitor interpreters' performance to assure accuracy and quality of delivery of service.
 - ☐ Other (Specify): _____
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- 3. Fees for products and services:** The fees charged for the product and services contained in the specification and performance standards shall be in conformance with the maximums contained in the contract. Identify the product and/or service and fee for each line item of work, including applicable rate (e.g., Translate 2 page document at \$100.00 per page or perform telephone interpretations at \$2.00 per minute):

- 4. Revisions to Specification and Performance Standards:** All revisions to the signed specification and performance standards must be made, in writing, and attached to the original documentation. All revisions must comply with any requirements contained in the contract.

Any revisions to the signed specification and performance standards must be submitted to:

Contractor's Contact Person:

Telephone Number:

Address:

State Agency's Contact Person:

Telephone Number:

Address:

I, the undersigned, have reviewed this specification and performance standards document and agree to perform the described work herein.

Signed By:

Title

Date